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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control	)))	CC Docket No. 98-184

FURTHER SUPPLEMENTAL COMMENTS OF WORLDCOM, INC.

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Dated: May 5, 2000

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Pursuant to the Public Notice released on April 28, 2000, WorldCom, Inc.[1] ("WorldCom") hereby submits its further supplemental comments regarding the revised merger conditions filed by Bell Atlantic Corporation ("Bell Atlantic") and GTE Corporation ("GTE") ("applicants").

INTRODUCTION and SUMMARY

WorldCom continues to believe that Commission should deny the merger application because the applicants have failed to carry their burden to prove that the merger is in the public interest. See Supplemental Comments of MCI WorldCom, Inc., at 1-6 (filed March 1, 2000) ("Supp. Comments"). The applicants previously proposed a set of merger conditions that they contend eliminate any harm caused by its merger, and WorldCom incorporates by reference its comments on this initial proposal. The applicants have since submitted two sets of revisions. These revisions, which are the subject of these comments, do little to change the original proposal, nor do they alleviate the anticompetitive effects of this merger.

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[1] Effective May 1, 2000, MCI WorldCom, Inc. changed its corporate name to WorldCom, Inc.

WorldCom's experiences with both the Bell Atlantic/NYNEX and SBC/Ameritech mergers illustrate the need for preconditions with which the applicants must comply before they complete the merger, or strict enforcement of post-merger conditions in order for any benefit to come from merger conditions. *See* Supp. Comments at 6-7. A recent example of problems resulting from conditions that need be met only after the merger involves the arbitration award WorldCom and AT&T won against Bell Atlantic regarding the implementation of the merger condition requiring the deployment of uniform interfaces throughout the merged Bell Atlantic/NYNEX region. On April 26, 2000, the arbitration panel ruled that Bell Atlantic failed to timely implement uniform interfaces as specified in the settlement agreement that grew out of the Bell Atlantic/NYNEX merger order conditions. Among the lessons of this experience are that (1) the incentives of large incumbent local exchange carriers ("ILECs") that merge to delay local competition are greater than their incentive to comply with post-merger conditions, (2) achieving compliance with post-merger conditions is expensive, slow, and requires the expenditure of substantial resources by the intended beneficiaries and by the Commission, and (3) any ambiguity or lack of specificity in the conditions compounds enforceability problems. At a minimum, the Commission needs to be prepared to devote the resources needed for swift and effective enforcement of any conditions that the applicants are not required to satisfy before they merge.

The applicants proposed revisions do not eliminate the flaws in its initial set of merger conditions, and in several instances create new problems. These comments address the proposed conditions relating to advanced services, audits, most favored nations options, carrier-to-carrier promotions, and OSS. With or without these revisions, conditions proposed by the applicants will not cure the fundamentally anticompetitive nature of their merger.

REVISIONS TO PROPOSED CONDITIONS

Advanced Services Conditions

Bell Atlantic/GTE's revised proposal with respect to advanced services includes relatively few changes, and several of them appear to weaken the conditions in Bell Atlantic/GTE's favor. For example, the new last sentence in Paragraph I(3)(d)(1) would give Bell Atlantic/GTE

> the option of deploying Advanced Services equipment at Remote Terminals and deploying related equipment in central offices through the incumbent LECs in order to provide wholesale access arrangements to carriers, provided that such equipment is used by Bell Atlantic/GTE solely to provide such wholesale arrangements and is based on industry standards where they exist, and that Bell Atlantic/GTE provides such wholesale arrangements to competing carriers on non-discriminatory rates, terms, and conditions as they are provided to the Advanced Services Affiliate.

WorldCom strongly supports the principle that, consistent with their duty under section 251(c)(3), Bell Atlantic/GTE ILECs should provide nondiscriminatory access to their local networks in a way that permits unaffiliated CLECs to provide the advanced services they seek to provide as efficiently as the ILECs enable their advanced services affiliates to provide the advanced services they seek to provide. Section 10(d) prohibits the Commission from forbearing from enforcing the requirements of section 251(c)(3). ILECs may not avoid their responsibility to provide nondiscriminatory wholesale arrangements, and if Bell Atlantic/GTE transfers that responsibility to another subsidiary, that subsidiary is necessarily a successor or assign of the ILEC. Bell Atlantic/GTE should not be allowed to nullify this duty by transferring to one subsidiary network elements that its ILEC subsidiaries would otherwise own and use to provide interconnection or access to CLECs pursuant to section 251(c)(3).

Accordingly, the condition should make clear that whether an ILEC or the advanced

services affiliate provides wholesale arrangements, Bell Atlantic/GTE is required, and not merely permitted, to provide nondiscriminatory arrangements to unaffiliated providers of advanced services. Bell Atlantic/GTE's new proposal does not make clear what kind of advanced services equipment or "related" equipment it covers, or how it would be determined whether such equipment is used "solely" to provide wholesale arrangements. Recent experience with the SBC/Ameritech merger conditions shows that disputes can arise about how this kind of proposed rule can be interpreted and applied. The Commission should not include this proviso without, at a minimum, a clear explanation from Bell Atlantic/GTE about its scope, purpose, and effect.

The condition should also make clear that Bell Atlantic/GTE has an obligation to design and deploy any arrangements available to affiliated and unaffiliated LECs on reasonable and nondiscriminatory terms. Bell Atlantic/GTE ILECs must accommodate the business plans of unaffiliated competitors to the same degree as they accommodate the business plans of their advanced services affiliate. It is not enough that Bell Atlantic/GTE ILECs provide unaffiliated CLECs with the same arrangements they provide to their advanced services affiliate, because those arrangements may not support the business plans of unaffiliated CLECs as they support the plans of the affiliate. Bell Atlantic/GTE ILECs must give unaffiliated CLECs the same opportunity to get wholesale arrangements tailored to their specific needs that the advanced services affiliate has.

The Commission should also take this opportunity to clarify one aspect of Paragraph I(3)(d)(1) because the parallel provision in the SBC/Ameritech merger conditions has become an issue. Bell Atlantic/GTE's proposed condition states, "Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advance Services Equipment . . . ." The condition should make clear that the

ILEC affiliate must own the splitter even if it chooses to integrate the DSLAM functionality into the splitter. The ILEC should provide the splitter functionality, whether or not that functionality is provided using equipment that integrates other functionalities.

The Commission should also obtain clarification of two other revisions proposed by Bell Atlantic/GTE so that parties can provide informed comments. First, Bell Atlantic/GTE proposes to modify Paragraph I(3)(j) to give it the option on a state-by-state basis to provide advanced services through a section 272 affiliate. The purpose and effect of this proposal are unclear. Second, Bell Atlantic/GTE should clarify the circumstances in which it believes it is not required to provide line sharing, so commenting parties can understand the import of the proposed modifications to Paragraphs I(7) limiting provisioning of interim line sharing and I(13) concerning discounted surrogate line sharing charges to circumstances where line sharing is not required.

Audit Conditions

WorldCom supports the modification of the audit provisions in Paragraph VIII(28) to include Bell Atlantic/GTE's performance in meeting its obligations to provide unbundled network elements ("UNEs") and line sharing. This is a useful expansion of the audit provisions to address compliance issues of vital importance to the future of local competition. WorldCom also welcomes the shortening in Paragraph VIII(28)(a)(5) of the deadline for the first audit to 180 days after the Merger Closing Date. However, WorldCom continues to believe that more frequent audits would be even more beneficial. Providing CLECs access to performance measurement reports pursuant to the new language in Paragraph I(9) could ameliorate the problem to the extent that the reports provide sufficiently comprehensive and detailed information about Bell Atlantic/GTE's compliance with its obligations to provide UNEs and line sharing.

Most Favored Nation Conditions

Bell Atlantic/GTE's proposed revisions to Paragraph IX(31) do not address the two fundamental problems with its initial proposal: (1) failure to require Bell Atlantic/GTE to make available to CLECs in former Bell Atlantic territories arrangements available in former GTE territories, and vice versa; and (2) failure to make the most-favored-nation condition applicable to arbitrated as well as negotiated arrangements. See Supp. Comments at 13-14. The revised Paragraph IX(31)(b) does require Bell Atlantic/GTE to agree to immediate arbitration if it refuses to provide in one state a post-merger arbitrated arrangement available in another Bell Atlantic/GTE state. Although this is a small step in the right direction, it does not solve the basic problem. The most-favored-nation clause should eliminate, and not merely reduce, both (1) Bell Atlantic/GTE's incentive not to resolve disputes by negotiation, and (2) the delay imposed by Bell Atlantic/GTE when it refuses to provide in one state an arrangement arbitrated in another. The proposed merger would prevent CLECs from continuing to use Bell Atlantic and GTE as independent benchmarks against each other, and that problem exists whether an arrangement in one state was the result of negotiation or arbitration. The loophole advocated by Bell Atlantic/GTE means that CLECs' ability to obtain consistent "best practices" treatment in different states will be frustrated, and that Bell Atlantic/GTE will be more reluctant to resolve issues by negotiation because the ability of CLECs to adopt negotiated arrangements in other states is broader than their ability to adopt arbitrated arrangements. In addition, the provision should apply to arbitrations completed before the Merger Closing Date, when the two companies operated independently and differences in approach were more likely to occur.

Carrier-to-Carrier Promotions

As WorldCom argued in the SBC/Ameritech merger,[2] the carrier-to-carrier promotions offered by Bell Atlantic and GTE for unbundled loops and resale are another example of a condition with marginal utility and limited enforceability. Essentially, the "promotions" boil down to this — the monopolist determines what services CLECs can sell (by prohibiting use of discounted loops for advanced services) and how much of those services CLECs can sell (by limiting the number of customers for which the promotional rates are available and the duration of the promotions). For numerous reasons, these proposed promotions do nothing to enhance the ability of CLECs to compete against Bell Atlantic and GTE.

- The low caps and restrictions associated with the promotions render any benefits insignificant. The promotional scheme would allow CLECs to compete (for a limited and uncertain time) for only a small portion of the market using the promotional rate for unbundled local loops and resold services. These caps will likely be met well before the maximum two-year term of the promotional period, although the opportunity may end even earlier because of the termination provisions in Paragraph XI(35)(a). In effect, the more effective the discount in achieving its purposes, the sooner CLECs lose it, and the harder CLECs compete for market share, the fewer opportunities they have for capturing market share using the promotional rate.
- The promotional discount for unbundled loops would apply only to recurring charges under Paragraph XI(35)(d). But Bell Atlantic and GTE offer no basis for their arbitrary

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[2] *See In the Matter of Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from Ameritech Corporation, Transferor, to SBC Communications, Inc., Transferee*, CC Docket No. 98-141, Comments of MCI WorldCom, Inc. Concerning Possible Conditions, 51 - 54 (July 19, 1999).

decision to treat non-recurring charges differently, and the excessive level of non-recurring charges could effectively moot a CLEC's ability to take advantage of the promotional rates. Bear in mind more generally that the discount may be calculated from rates that CLECs have challenged as grossly excessive and that may not even have been finally determined to be consistent with the TELRIC methodology.

- The promotional discount for unbundled loops will be available for too short and too uncertain a period of time. Under XI(35)(1), the promotional scheme allows Bell Atlantic/GTE to stop the "promotion" as soon as any of several contingencies occur, such as obtaining section 271 authority in a state. As a result, CLECs cannot make reliable business plans based on the availability of a discount which may be withdrawn at any time.
- Equally important, Bell Atlantic/GTE may not implement uniform and nondiscriminatory OSS for unbundled loops or resold services during the maximum two-year period, rendering the theoretical availability of the discount largely meaningless for mass market services.
- Bell Atlantic/GTE should not limit CLECs' ability to use unbundled loops purchased at the promotional rate to provide advanced services. *See* XI(35)(e)(i). The only effect of this discriminatory restriction is to retard deployment of advanced services.
- The ability to utilize the small number of unbundled loops offered at the discounted promotional rate is further limited by the lack of any discount for collocation.
- Bell Atlantic and GTE grant themselves the right to audit compliance by CLECs (XI(35)(e)), but it is easy to predict their reaction if CLECs claimed the right to audit Bell Atlantic/GTE's performance. Compliance provisions should be reciprocal.

Overall, Bell Atlantic and GTE's carrier-to-carrier promotions include the same crippling

and discriminatory limitations and restrictions as in the SBC/Ameritech promotions plan. These restrictions render the carrier-to-carrier promotions, at best, marginally useful.

OSS Conditions

Competing carriers' attempts to enforce the Bell Atlantic/NYNEX and SBC/Ameritech merger conditions relating to OSS have provided important lessons with respect to the proposed Bell Atlantic/GTE conditions. WorldCom and AT&T were forced to file a formal an enforcement action against Bell Atlantic as well as an arbitration complaint to begin to obtain compliance with the Bell Atlantic/NYNEX merger conditions. Although the Commission imposed the uniform interface conditions on Bell Atlantic in 1997, it was only one week ago (April 26, 2000) that WorldCom's and AT&T's efforts culminated in an arbitration award finding that Bell Atlantic violated its obligations with respect to uniform interfaces. The award (appended hereto as "Attachment") soundly rejected Bell Atlantic's efforts to find loopholes in the settlement agreement that implemented the merger order conditions.

It is important that the Commission take all steps to ensure that compliance with the BA/GTE conditions cannot so easily be delayed by Bell Atlantic. Over the past three years, Bell Atlantic delayed compliance with its obligations by arguing (i) that it was not required to implement uniform business rules at all; (ii) that any obligations it had were qualified – i.e., that it was required only to use its best efforts, not to succeed in implementing uniform interfaces on time; (iii) that the arbitration panel formed to ensure compliance had no authority to issue injunctive relief, so that the CLECs' only remedy would be money damages, not working uniform interfaces; and (iv) that Bell Atlantic could comply with its obligations to have a "stable" test environment for its interfaces even if the interfaces did not work at all.

The point of recounting this history is not to re-try the issue of Bell Atlantic's compliance

with prior merger conditions, but to ensure that if the BA/GTE merger is approved, the OSS conditions be firm and unambiguous to minimize or eliminate Bell Atlantic's ability to delay compliance by concocting similar excuses and supposed loopholes in the conditions. In order to increase the likelihood that working, uniform interfaces will be deployed, and that the conditions will have their intended effect of lowering entry barriers and encouraging competition, the following changes are needed to the proposed OSS conditions:

- Bell Atlantic/GTE's proposal that the interfaces will be uniform across the merged Bell Atlantic/GTE service areas only with respect to transport and security protocols, but without uniform business rules, is virtually useless and prevents the creation of a truly "uniform" interface. Uniform interfaces must be explicitly defined to include uniform business rules as well as uniform data element characteristics, data element naming conventions, and valid values, or the interfaces are not truly uniform. Without uniform business rules, CLECs' entry costs are substantially higher, deterring and delaying widespread local competition. In addition, even where entry is feasible, nonuniform business rules increase CLEC transaction cycle times as well as the number of rejects, jeopardies, and supplemental orders. This leads to delays in service to customers and hinders the ability of CLECs to compete on equal terms with the ILECs.
- The proposal in Paragraph VI(19)(f) that BA/GTE will take five years to implement uniform OSS, including business rules, across the Bell Atlantic/GTE service areas in Pennsylvania and Virginia, is also seriously flawed. There is no logical reason or basis to support a plan that uniformity of business rules should only occur across these two states. Limiting true uniformity to these two states creates substantial barriers to entry and increases entry costs throughout the rest of the country, as CLECs would still be required

to develop to multiple systems. Second, five years is an eternity in this evolving market. In that amount of time there will be multiple releases of interfaces and new standards released, meaning that CLECs have built and developed to new platforms and interfaces several times over. Such an extended period for compliance is entirely unwarranted. As it does here, Bell Atlantic claimed in its merger with NYNEX that it would take an eternity and cost tens of millions of dollars to create uniform interfaces (including business rules). Yet with the pressure of firm deadlines and associated penalties for noncompliance in the settlement agreement with WorldCom and AT&T in August 1999, Bell Atlantic managed to create interfaces that were 90% uniform in March 2000, and contends that it is on track to achieve 100% uniformity by June 2000. Bell Atlantic's unsubstantiated and self-serving claims as to the degree of effort to achieve uniformity have proven to be greatly overblown.

- WorldCom also does not support the idea of a phased-in approach to uniform interfaces, including business rules, as proposed in Paragraph VI(19)(f)(2). There is no logical support for development of uniformity of business rules based on access lines. Business rules are not access line-based. If a phased-in approach to true uniformity (business rules, data element characteristics, data element naming conventions, and valid values) across the entire Bell Atlantic/GTE service territories is considered, WorldCom suggests that such a plan be based on a CLEC ranking of Metropolitan Statistical Areas (MSAs) within the combined Bell Atlantic/GTE region. CLECs could determine by consensus the priority of the MSAs, with full uniformity due in a far shorter time than five years. The roughly 12-month period it took Bell Atlantic to develop uniform business rules following the Bell Atlantic/NYNEX enforcement proceeding is a far more reasonable timetable than

five years.

- The language "substantial compliance" must be deleted from the merger conditions (Paragraph VI (21)). WorldCom's experience over the last three years in litigating a "best efforts" case with Bell Atlantic (culminating in the arbitration award rejecting that qualified standard and requiring strict compliance with the OSS deadlines) cannot be ignored. Inclusion of a "substantial compliance" clause modifying Bell Atlantic's obligations will ensure that litigation and delay will result - instead of the timely compliance intended by the Commission. The conditions must state in unqualified terms that Bell Atlantic must timely deploy operationally ready interfaces, in compliance with all change management requirements as defined in the conditions. If Bell Atlantic/GTE violate the conditions, the degree of noncompliance can be taken into account in assessing the appropriate remedy, just as the arbitration panel took into account "mitigating factors" in limiting its award to $400,000 for Bell Atlantic's failure to comply with the deadlines for implementing LSOG 4 in February 2000.
- There is no basis for the suggested time of 90 days for Bell Atlantic/GTE to put together a Plan of Record or Plan regarding its OSS in Paragraph VI(18). Bell Atlantic has already been working on its own uniform OSS for some period of time as a result of its merger with NYNEX, and could thus readily develop a BA/GTE plan within 30-45 days.
- It is also very critical to note that there is a step missing in between Paragraphs VI(19)(a) and 19(b). The process as laid out does not provide for a CLEC comment window after the plan is released. This same oversight was detected by all parties and the FCC in the SBC/Ameritech merger. At the joint request of SBC and two CLECs, the FCC granted a 30 day window for the CLECs to file comments on the Plan of Record before the

collaboratives began.[3] WorldCom understands that this oversight occurred by virtue of using the SBC merger conditions as a guide in this case, but this correction needs to be made.

- WorldCom explained previously that the conditions should state that an effective Plan of Record must include, at a minimum, the following elements so that CLECs can create business plans and work towards launch dates:
  - Identification of specific systems and documentation
  - Planned enhancements
  - Time line with specific dates/deadlines (not just "targets") towards final implementation dates[4] including dates for specific deliverables (e.g. weekly deliverables) and which are subject to comment by CLECs. The Plan should include sufficient detail such as dates for publication of draft business rules, dates for review by CLECs and deadlines for distribution of final documentation. Deliverables should also be filed with the FCC. The Plan should also require regular (e.g. bi-monthly) status report meetings with CLECs concerning compliance with the Plan.
- In addition, very recent experiences with SBC and its Plan of Record in its OSS

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[3] *See* Letter from Carol E. Mattey, Deputy Chief, Common Carrier Bureau, to Charles Foster, SBC Communications, Inc., granting the CLECs a 30-day period to comment on SBC's OSS Plan of Record.

[4] In the SBC OSS collaboratives CLECs are already experiencing problems with SBC's plan to backload the development of the uniform interface. To date there has been difficulty in achieving specific dates and time lines towards the final implementation date for uniformity. Without this type of time line, CLECs are forced to delay much of their own development until the final implementation deadline. This hinders the ability of CLECs from entering the market in any kind of scalable fashion until the last possible date.

collaborative demonstrate that more detail is needed. SBC neglected to include several items in its original Plan of Record which are critical in order to have a meaningful collaborative session and develop towards uniform interfaces. Bell Atlantic/GTE should be ordered to explicitly include the following in its Plan of Record:

- *Current or Present Method of Operation (PMO) business rules.* PMO business rules completely define all products and interfaces for the entire merged region and should include process flow diagrams and all associated data elements with acronym descriptions.
- *Manual Processes.* BA/GTE must provide a complete outline of the manual process flow for each legacy region, as well as an explanation for the elements that cause an order to drop to manual. This should be reflected in the process flow diagrams to show the variance between manually processes orders and electronic.
- *Document Current Versioning Methods.* A complete versioning timeline is needed in the PMO for all of the legacy territories.[5]

• With respect to change management in Paragraph VI(20), WorldCom supports the use of the New York change management process and rules as a starting point for a uniform change management system for a merged Bell Atlantic/GTE. There is no reason why it should take 12 months for Bell Atlantic to export the existing change management system used in New York to its entire merged territory. These existing rules could be adopted (or

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[5] There are additional issues with respect to the SBC Plan of Record which may not be relevant here regarding a timeline for a uniform change management process and a timeline for development of the GUI within the change management process. In the case of SBC, the development of the uniform change management process is in danger of running beyond its deadline. If Bell Atlantic/GTE adopts the existing New York change management process as the uniform change management process, in the short time frames suggested in here, these issues may not be relevant to the Plan of Record in the Bell Atlantic/GTE merger.

proposed to state commissions, where required) within 30 days after merger close.

- The change management paragraph should also specify that Bell Atlantic must implement operationally ready interfaces and comply with all change management requirements, including, but not limited to, requirements for releasing production ready code to CLECs and maintaining a stable test environment. The conditions should clearly state that an interface is not considered timely implemented unless all change management rules have been complied with. The definition of change management rules that the combined company would be required to comply with region-wide must include, but not be limited to, rules pertaining to flash announcements, bulletins, system outage notices, error resolution processes, documentation formats, customer support processes, and the current version of the "CLEC Test Environment for New Releases and New Entrant Testing," which Bell Atlantic is already required to follow. The Commission should make clear that releasing interfaces that are not operationally ready and that have not fully complied with change management requirements will not satisfy this merger condition.
- In order to ensure compliance with the conditions, the Arbitrator referred to in the proposed conditions must explicitly be given unlimited power to issue injunctive relief to enforce the conditions, including all requirements referenced in the conditions (such as the power to order specific interfaces or business rule solutions, mandate a schedule for compliance, and require strict adherence to testing requirements, other aspects of change management and implementation deadlines), and to issue monetary remedies for noncompliance with any of these conditions. Absent such authority, the Commission would be forced to adjudicate remedies for which the Arbitration Panel lacks authority, resulting in overlapping FCC and arbitration proceedings.

- The list of potential arbitrators should not be a list generated from Bell Atlantic/GTE but rather should come from a neutral source such as the American Arbitration Association or the CPR Institute, pursuant to rules established by those entities for selecting neutral arbitrators. In addition, as with any arbitration, the Commission must require full disclosure from any potential arbitrator suggested to the Chief of the Common Carrier Bureau of any current or former relationship to any of the relevant carriers.
- The Commission must also explicitly state that the development and implementation of uniform interfaces will not include any loss of functionality or the OSS benefits will be undermined. In the exceptional circumstance in which loss of functionality is unavoidable, Bell Atlantic/GTE must bear the burden of proving to the CLECs or the arbitrator that uniformity cannot be achieved without loss of functionality, in which case the CLECs will determine through change management whether to accept the loss of functionality or nonuniformity, and BA/GTE must then minimize any such loss of functionality or nonuniformity.[6]
- Finally, the new Attachment B-1, Electronic OSS Interface Functions, is incomplete and fails to include some very critical pre-ordering and ordering functions that exist today with Bell Atlantic. For true uniformity, CLECs need a common footprint for the components that are required to order a particular service, as detailed in the existing Bell Atlantic LSOG 4 (version 4.3.1 documentation), Section 1.2 of the LSOG 4 Ordering Matrix. For

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[6] In the recent collaboratives with SBC on the development of uniform interfaces, it has already become apparent that SBC expects some functionality may be lost in order to gain uniformity in certain areas. The CLECs as a whole do not support this position. If SBC can truly prove that this is the case, the CLECs believe they should be able to determine as a group through the collaborative process if the CLECs want to forego uniformity in certain areas in order to retain functionality.

each service requested, clear and precise rules must exist for supplements, rejects, error messages, etc.

Pre-Ordering should include the following functions:

- Address Validation (by service address and working telephone number("WTN"))
- Telephone Number ("TN") Selection/Exchange/Return
- TN Reservation/Maintenance/Modification
- Customer service record ("CSR") (Parsed and Unparsed)
- Due Date Availability
- Loop Qualification, xDSL
- Product and Service Availability
- Access Billing CSR
- Directory Listing
- Installation Status
- Loop Qualification (Basic and Extended)
- Service Order

Ordering should include the following functions (from Section 1.2 of the LSOG 4 Ordering Matrix of Bell Atlantic):

- Advanced Intelligent Network
- Centrex Resale
- Direct inward dial ("DID") Resale
- Directory Listing
- Directory Service Caption Request
- End User Information
- Local Response
- Local Service Billing Completion
- Local Service Provisioning Completion
- Local Service Request
- Loop Service
- Loop Service with Number Portability
- Number Portability
- Port Service
- Resale Frame Relay
- Resale Private Line
- Resale Service

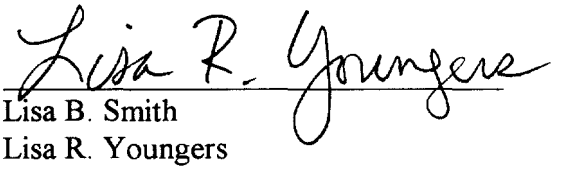
Additionally, Maintenance and Repair should be expanded to include functions planned in conjunction with xDSL and line sharing.

CONCLUSION

WorldCom continues to believe that the application of Bell Atlantic and GTE should be denied because the applicants failed to prove that the merger will produce public benefits, and the record establishes that the merger will harm the public interest, with or without conditions. If the Commission decides to consider granting the application subject to conditions, the conditions proposed by Bell Atlantic and GTE should be strengthened and expanded substantially in the ways described above and in WorldCom's previous comments. This is especially true given the experiences of WorldCom with other mergers involving ILECs as described herein.

Respectfully submitted,

WORLDCOM, INC.

By: 

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Dated: May 5, 2000

CERTIFICATE OF SERVICE

I, Lonzena Rogers, do hereby certify, that on this fifth day of May, 2000, I have caused to be delivered by hand, a true and correct copy of WorldCom, Inc.'s Further Supplemental Comments in the matter of Bell Atlantic Corporation and GTE Corporation Further Submissions in CC Docket No. 98-184 on the following:

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ATTACHMENT

MCI WorldCom, Inc., and AT&T Corp.,	
Complainants,	
- against -	
	Arbitration Conducted Under the CPR Rules
Bell Atlantic Corporation,	
Respondent.	

ARBITRATION ONE

FINAL AWARD

New York, New York
April 26, 2000

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Introduction

As of the end of September 1999, an arbitration tribunal composed of Messrs. von Mehren, Klick and Hixon (the "Arbitral Tribunal" or the "Tribunal") was formed pursuant to the Settlement Agreement of August 20, 1999 (the "Settlement Agreement") between the Complainants and the Respondent.[1] Under the Settlement Agreement the Arbitral Tribunal has jurisdiction over a broad area of activity and its life may extend to July 20, 2002 or longer. The Settlement Agreement provides for matters to be brought to the Tribunal when the Parties find themselves faced with disputes that they can not resolve themselves. These disputes may concern disputes over varied issues that have arisen at different times. Thus the Arbitral Tribunal may be called upon from time to time to hear and determine a number of discrete disputes.

The first such dispute is now before the Tribunal. After careful consideration, the Tribunal has decided to exercise its jurisdiction under the Settlement Agreement in the following manner. It will hear and determine each discrete dispute in a separate arbitration and arbitrations will be identified by the order in which they are heard and determined. Consequently, the instant Arbitration has been designated Arbitration One.

Treating each discrete dispute as a separate arbitration has several advantages. Among other things, it allows the Tribunal to issue a final award with respect to each discrete dispute and permits the Tribunal to develop a jurisprudence that should assist the

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1. See pp. 3-5, infra.

Parties in performing their obligations under the Settlement Agreement and the Tribunal in hearing and determining each discrete dispute as it arises.

The Tribunal's Final Award is divided into the following principal Chapters:

I. Historical Background
II. The Facts
III. Legal Analysis
IV. The Award

I. Historical Background

A. The FCC Litigation

This Arbitration has its origin in the successful effort of Bell Atlantic Corporation ("Bell Atlantic") to acquire NYNEX Corporation in 1997. As a qualification to its approval of the proposed merger, the Federal Communications Commission ("FCC") imposed certain conditions that would facilitate the entry of other carriers,[2] including AT&T and MCI WorldCom, Inc. ("MCI"), into the local markets served by the merged company so that these other carriers could compete with Bell Atlantic. One of the imposed conditions was that Bell Atlantic provide "uniform interfaces" for such competitors to access Bell Atlantic operations support systems ("OSS") no later than 15 months following the FCC's approval of the merger.[3]

Bell Atlantic did not comply with this condition within the prescribed 15 months, which ended November 14, 1998. In due course, in late June 1999, the Complainants filed

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2. These carriers are the Competitive Local Exchange Carriers ("CLEC").

3. For a fuller discussion, see Complainants' Post-Hearing Brief, p. 5.